

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

JOHN M. FRIEND
JUL 10 2012

TERENCE KUEHL

Plaintiff,

vs.

JEFFERSON PILOT FINANCIAL and
LINCOLN FINANCIAL GROUP,

Defendants.

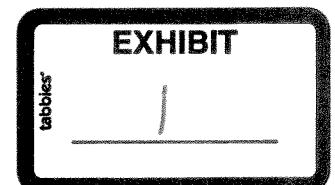
Case No. CT 12-6304

COMPLAINT

ASSIGNED TO Derr

COMES NOW the Plaintiff and for his cause of action against the Defendants to
allege and state as follows:

1. Plaintiff Terence Kuehl is a natural person residing in Douglas County, Nebraska.
2. Defendant, Jefferson Pilot Financial, is an insurance company that does business in Nebraska. Defendant, Lincoln Financial Group, is on information and belief, Jefferson Pilot Financial's successor, and it is an insurance company that does business in Nebraska.
3. Mike C. Kuehl was an insured on a policy owned by Terence Kuehl. Terence Kuehl was the beneficiary of said policy, which was duly issued by Defendants.
4. An insured event resulting in the loss of the insured life – Mike C. Kuehl, occurred in February, 2012.
5. Pursuant to the terms of the policy, Defendants were to invoice the owner of the policy. They failed to do so, resulting in an alleged non-payment of premium.



6. The alleged non-payment of premium was inadvertent, unintentional, and would not have occurred but for the Defendants failure to send invoices for the policy.

7. Notwithstanding the failure to invoice, the contract of insurance expressly provided that there was to be a default notice and a cure period so that the owner of the policy could maintain the same, specifically the policy of insurance provided, to wit, "We will notify YOU and any assignee of the minimum amount due at least 30 days before the end of the grace period. If the amount specified is not paid within the grace period, this policy will terminate without value at the end of such period."

8. Defendants failed to give notice of any default and failed to give notice of a grace period. In the event such notice had been given, Plaintiff would have promptly paid the required premiums to maintain the policy.

9. Plaintiff has other policies with the subject company and routinely was invoiced and did routinely pay the same. Plaintiff had the means to pay when due any premium charge that was invoiced and would have paid the same.

10. This was a variable life type policy with cash values, which kept the policy in effect for a time.

11. Plaintiff has been damaged by the failure of the insurance companies listed above as Defendants to pay in the following particulars, to wit:

- a. The amount of the policy, \$250,000, which is the sum certain from the date of death in February of 2012.
- b. Interest at the prejudgment rate on such sum.
- c. Costs of the suit.

- d. Attorneys' fees as provided for in Chapter 44 and otherwise in the Statutes and common law of Nebraska.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

12. The forgoing paragraphs shall hereby be incorporated by reference.
13. The Plaintiff entered into an Agreement with Defendants.
14. This Agreement provided that Defendants would make a payment of \$250,000 in the event of loss of life of the insured, Mike C. Kuehl.
15. Mike C. Kuehl lost his life in February of 2012.
16. Defendants have breached the Agreement, refusing to render payment owed.
17. Defendants failed to comply with the express terms of the Agreement.

SECOND CAUSE OF ACTION

BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

18. The forgoing paragraphs shall hereby be incorporated by reference.
19. Defendants had a duty to, in good faith, perform all duties and obligations under the Agreement.
20. Defendants had a duty to inform Plaintiff that the Agreement was going to lapse. Defendants failed to follow the express procedure of the Agreement and are now refusing to honor the terms of the Agreement.
21. On allegation of the Defendants, a condition under the Agreement may have failed, upon information and belief, as a direct result of action or inaction by Defendants.

22. As a direct and proximate result of Defendants' action or inaction, the Plaintiff's rights under the Agreement have been injured.

23. Defendants have directly interfered with the benefits Plaintiff was to receive under the Agreement and, as a result, Plaintiff has been damaged.

THIRD CAUSE OF ACTION

BAD FAITH

24. The forgoing recitals are incorporated by reference.

25. Defendants' actions evidence malice, gross negligence, and reckless disregard for Plaintiff's rights under the insurance Agreement.

26. The actions of the Insurer are in Bad faith, resulting in a negligent and intentional imposition of emotional distress to the plaintiff and causing an unnecessary cost in fees and otherwise.

27. As a result of Defendants' bad faith practices, bad faith denial of Plaintiff's claims, and failure to honor its obligations under his insurance policy, Plaintiff has suffered and will continue to suffer economic loss.

28. As a result of Defendants' bad faith practices, bad faith denial of Plaintiff's claims, and failure to honor its obligations under his insurance policy, Plaintiff has incurred legal fees and costs.

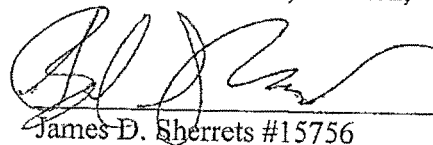
WHEREFORE, the Plaintiff prays for a judgment against Defendants for general and special damages both present and future, in an amount to be proven at trial but no less than of \$250,000 plus prejudgment interest from February of 2012 and post judgment

interests, the costs of this action, expenses, attorneys' fees to the extent permitted at law including but not limited to Neb. Rev. Stat. § 44-359, recovery for emotional distress and such other relief as may be just, necessary, fair and equitable.

Respectfully submitted,

TERENCE KUEHL, Plaintiff,

By:



James D. Sherrets #15756

Robert S. Sherrets #24791

SHERRETS BRUNO & VOGT LLC

260 Regency Parkway Drive, #200

Omaha, NE 68114

Tele: (402) 390-1112

Fax: (402) 390-1163

law@sherrets.com

ATTORNEYS FOR THE PLAINTIFF

RECEIVED JUL 12 2012

Image ID:
D00134900D01

SUMMONS

Doc. No. 134900

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam
Omaha NE 68183

Terence Kuehl v. Jefferson Pilot Financial

Case ID: CI 12 6304

TO: Lincoln Financial Group

You have been sued by the following plaintiff(s):

Terence Kuehl

Plaintiff's Attorney: James D Sherrets
Address: 260 Regency Pkwy Dr., #200
Omaha, NE 68114

Telephone: (402) 390-1112

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: JULY 11, 2012

BY THE COURT:


Clerk

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Lincoln Financial Group
8801 Indian Hills Drive
Omaha, NE 68114

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

Image ID:
D00134899D01

SUMMONS

Doc. No. 134899

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam
Omaha NE 68183

Terence Kuehl v. Jefferson Pilot Financial

Case ID: CI 12 6304

TO: Jefferson Pilot Financial

FILED BY
Clerk of the Douglas District Court
07/11/2012

You have been sued by the following plaintiff(s):

Terence Kuehl

Plaintiff's Attorney: James D Sherrets
Address: 260 Regency Pkwy Dr., #200
Omaha, NE 68114

Telephone: (402) 390-1112

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Date: JULY 11, 2012

BY THE COURT:

John M. Friend
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Jefferson Pilot Financial
8801 Indian Hills Drive
Omaha, NE 68114

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

Case Number: D01CI120006304

Transaction ID: 0000368097

Filing Date: 07/13/2012 02:45:38 PM CI

Doc. No. 134899

SERVICE RETURN

Douglas District Court
1701 Farnam
Omaha NE 68183

To:

Case ID: CI 12 6304 Kuehl v. Jefferson Pilot Financial

Received this Summons on _____, _____. I hereby certify that on
_____, _____ at _____ o'clock ____ M. I served copies of the Summons
upon the party:

by _____

as required by Nebraska state law.

Service and return \$ _____

Copy _____

Mileage _____ miles _____

TOTAL \$ _____

Date: _____ BY: _____
(Sheriff or authorized person)

**CERTIFIED MAIL
PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,
TO THE PARTY: Jefferson Pilot Financial

At the following address: 8801 Indian Hills DriveOmaha, NE 68114on the 11 day of July, 2012, as required by Nebraska state law.James D. SherretsPostage \$ 5.95 Attorney for: Terence KuehlThe return receipt for mailing to the party was signed on July 12, 2012.

To: Jefferson Pilot Financial
8801 Indian Hills Drive
Omaha, NE 68114

From: James D Sherrets
260 Regency Pkwy Dr., #200
Omaha, NE 68114

ATTACH RETURN RECEIPT & RETURN TO COURT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jefferson Pilot Financial
8801 Indian Hills Dr
Omaha, NE 68114

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

☒ Addressee

B. Addressee (Printed Name)

Jefferson Pilot Financial

C. Date of Delivery

7-18-12

D. Is delivery address different from item 1? ☐ Yes
☐ No
If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes2. Article Number
(Transfer from service label)

7009 1410 0000 5062 4058

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)
For delivery instructions visit our website at www.usps.com

02 1P
000385317
MAILED FROM
JUL 11 2012
ZIP CODE 68114

\$ 000.00

Postmark
Here

Return Receipt Fee
(Endorsement Required)
Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 5.95

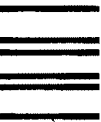
Sent To

Street, Apt. No.,
or PO Box No. Jefferson Pilot Financial
City, State, ZIP+4 8801 Indian Hills Dr
Omaha, NE 68114

PS Form 3800, August 2006

See Reverse for Instructions

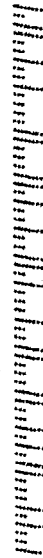
UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

SHERRETS BRUNO & VOGT LLC
260 REGENCY PARKWAY DR, # 200
OMAHA, NE 68114



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only: No Insurance Coverage Provided)

For delivery, information only, at a retail office at www.usps.com

02 1P
000385317
MAILED FROM
JUL 11 2012
ZIP CODE 68114

\$ 000.00

Postmark
Here

Return Receipt Fee
(Endorsement Required)
Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 5.95

Sent To

Street, Apt. No.,
or PO Box No. **Jefferson Pilot Financial**
8801 Indian Hills Dr
City, State, ZIP+4 **Omaha, NE 68114**

PS Form 3800, August 2005

See Reverse for Instructions

7009 1410 0000 5062 4058

Image ID:
D00134899D01

SUMMONS

Doc. No. 134899

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1701 Farnam
Omaha NE 68183

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Case ID: CI 12 6304

TO: Jefferson Pilot Financial

You have been sued by the following plaintiff(s):

Terence Kuehl

Plaintiff's Attorney: James D Sherrets
Address: 260 Regency Pkwy Dr., #200
Omaha, NE 68114

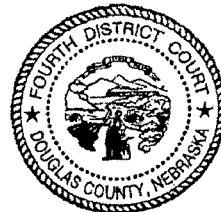
Telephone: (402) 390-1112

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: JULY 11, 2012

BY THE COURT:

John M. Friend
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Jefferson Pilot Financial
8801 Indian Hills Drive
Omaha, NE 68114

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

Case Number: D01CI120006304

Transaction ID: 0000368075

Filing Date: 07/13/2012 02:43:34 PM CI

Doc. No. 134900

SERVICE RETURN

Douglas District Court
1701 Farnam
Omaha NE 68183

To:

Case ID: CI 12 6304 Kuehl v. Jefferson Pilot Financial

Received this Summons on _____, I hereby certify that on
_____ at _____ o'clock __M. I served copies of the Summons
upon the party:

by _____

as required by Nebraska state law.

Service and return \$ _____

Copy _____

Mileage _____ miles _____

TOTAL \$ _____

Date: _____ BY: _____
(Sheriff or authorized person)

**CERTIFIED MAIL
PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,

TO THE PARTY: Lincoln Financial GroupAt the following address: 8801 Indian Hills DriveOmaha, NE 68114on the 11 day of July, 2012, as required by Nebraska state law.James D. SherretsPostage \$ 5.95 Attorney for: Terence KuehlThe return receipt for mailing to the party was signed on July 12, 2012.

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Omaha, NE 68114

From: James D Sherrets
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Omaha, NE 68114

ATTACH RETURN RECEIPT & RETURN TO COURT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lincoln Financial Group
8801 Indian Hills Dr
Omaha, NE 68114

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent
☐ Addressee

B. Received by (Name)

Troy Metel

C. Date of Delivery

7-12-12

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes
☒ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes
☒ No
2. Article Number
(Transfer from service label)

7009 1410 0000 5062 4041

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
For delivery information, visit our website at www.usps.com

JUL 11 2012
 0003853174
 MAILED FROM
 ZIP CODE 68114
 \$000.00
 PRIME SOWES

Postmark
Here

Return Receipt Fee
 (Endorsement Required)
 Restricted Delivery Fee
 (Endorsement Required)

Total Postage & Fees

\$ 5.95

Sent to

Lincoln Financial Group
 Street, Apt No. 8801 Indian Hills Dr
 or PO Box No.
 City, State, ZIP+4 Omaha, NE 68114

PS Form 3800, August 2006

See Reverse for Instructions

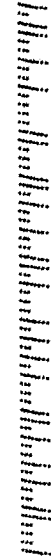
7009 1410 0000 5062 4041

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

SHERRETS BRUNO & VOGT LLC
260 REGENCY PARKWAY DR. # 200
OMAHA, NE 68114



7009 1410 0000 5062 4041

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at usps.com	
	02 1P 0003853174 MAILED FROM ZIP CODE 68114
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95
Certified Fee \$ 000.00	
JUL 11 2012	
Postmark Here	
Sent To Lincoln Financial Group	
Street, Apt. No. or PO Box No. 8801 Indian Hills Dr	
City, State, ZIP+4 Omaha, NE 68114	
PS Form 3800, August 2006 See Reverse for Instructions	

Image ID:
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